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Attorneys for Plaintiff

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 **SUNBURST SHUTTERS NEVADA, INC., a**
11 **Nevada Corporation,**

12 **Plaintiff,**

13 **v.**

14 **BLACKJACK BLINDS, INC, a Nevada**
15 **Corporation,**

16 **Defendant.**

Case No.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

17
18 Plaintiff Sunburst Shutters Nevada, Inc. (“Sunburst” or “Plaintiff”) complains against
19 Defendant Blackjack Blinds, Inc. (“Defendant”) as follows:

20 **1. NATURE OF THE CASE**

21 This is an action for trademark infringement, unfair competition and trademark dilution
22 under federal statutes, with pendent state and/or common law claims for trademark infringement,
23 trademark dilution, deceptive trade practices, and intentional interference with prospective
24 economic advantage. Sunburst seeks damages, attorneys’ fees, costs, preliminary and permanent
25 injunctive relief.

26 **2. JURISDICTION**

27 1. This is an action for trademark infringement and unfair competition arising under
28 the Lanham Act, 15 U.S.C. § 1051, *et seq.*, as amended and under Nevada statutory and common

1 elevate quality, provide superior energy efficiency, and retain its beauty for many years.
 2 Sunburst's diligent efforts – including research, sampling, and testing – eventually led to the
 3 creation of the nationally recognized Polywood Shutters, the first shutters incorporating cellular
 4 vinyl extrusion offered to the consuming public.

5 9. Unlike traditional shutters, Polywood is a synthetic cellular vinyl extrusion
 6 material that resists warping, cracking, and splitting. Sunburst discovered a unique method for
 7 painting shutters that baked the paint on the material for a more durable finish. This process
 8 ensures that the paint will not fade, even in the hottest climates. Polywood was also designed
 9 with numerous insulating benefits, including, *inter alia*, weather stripping, solid core
 10 components, and heat reflective paint.

11 10. The result was phenomenal for Sunburst, and Polywood fueled the company's
 12 growth. At that time, shutters were quickly becoming a popular window treatment, and
 13 Sunburst's brand – known for its high-quality products and exceptional customer service – was
 14 on the cutting edge and dominated the shutter market.

15 11. More recently, in 2008, Sunburst expanded its product offerings to include blinds,
 16 shades, panel track systems, window film/tint, and more. Each of these window products is
 17 made with the Sunburst strategy of offering better quality products.

18 12. Sunburst also sought to protect its intellectual property throughout this process.
 19 To that end, Sunburst is the owner of 14 federally registered trademarks on the Principal Register
 20 of the United States Patent and Trademark Office, including, *inter alia*:

- 21 a. POLYWOOD: Registration No. 1798693 for “non-metal building and
 22 construction materials; namely, composition building panels;” and
- 23 b. POLYWOOD SHUTTER: Registration No. 4284838 for “window coverings,
 24 namely, shutters fabricated of synthetic material; non-metal window shutters.”

25 Copies of the foregoing registrations are attached as **Exhibits 1-2**, respectively, and incorporated
 26 by reference herein.

27 13. Since at least as early as 1992 and 1993, Sunburst has used the respective
 28 POLYWOOD and POLYWOOD SHUTTERS marks in connection with Sunburst's Polywood

1 product offerings.

2 14. In addition, Sunburst also owns registrations in the State of Nevada for the
3 POLYWOOD mark, a copy of which is attached hereto as **Exhibits 3**, respectively, and
4 incorporated by reference herein. Furthermore, Sunburst also owns common law rights in these
5 marks. All of the aforementioned marks are collectively referred to herein as “SUNBURST
6 Marks.”

7 15. Sunburst’s federal and state trademark registrations have not been abandoned,
8 canceled, or revoked. Moreover, Sunburst’s POLYWOOD and POLYWOOD SHUTTERS
9 federal trademark registrations have become incontestable through the filing of Section 8 and 15
10 affidavits in the Patent and Trademark Office.

11 16. Based on its federal and state trademark registrations and extensive use, Sunburst
12 owns the exclusive right to use the SUNBURST Marks in connection with its goods in the
13 United States.

14 17. Further, the SUNBURST Marks have become distinctive and famous in the
15 United States for shutters and other window dressings. SUNBURST Marks have acquired a
16 special significance and meaning to the consuming public as identifying Sunburst as the source
17 of origin of goods that bear the SUNBURST Marks.

18 18. Sunburst has spent substantial sums of money to advertise and promote
19 SUNBURST Marks in print, broadcast media, and on the Internet.

20 19. Sunburst used each of the SUNBURST Marks in commerce long before the acts
21 of Defendant complained of herein.

22 **B. Defendant’s Unlawful Actions**

23 20. Defendant has a long history of infringing upon the SUNBURST Marks in an
24 attempt to confuse consumers and trade off of Sunburst’s fame and notoriety.

25 21. To that end, Sunburst has caught Defendant improperly using the SUNBURST
26 Marks on several occasions. For example, Defendant has provided quotes and correspondence to
27 potential customers claiming to provide POLYWOOD shutters. Defendant’s use of
28 POLYWOOD is a clear attempt to confuse consumers into believing Defendant’s shutter

1 products are associated with, or authorized by, Sunburst. True and accurate copies of the quotes
2 and correspondence are attached hereto as **Exhibits 4-6** and incorporated by reference herein.

3 22. On information and belief, Defendant operates a website located at
4 www.blackjackblinds.com where Internet users can purchase window shutters and other window
5 covering products offered for sale by Defendant.

6 23. On information and belief, Defendant's website is available throughout the United
7 States, and is accessible to Internet users in Nevada.

8 24. Sunburst has discovered that Defendant is improperly using the SUNBURST
9 Marks on its website by claiming to provide POLYWOOD shutters. Defendant's use of
10 POLYWOOD on its website is a clear attempt to confuse consumers into believing Defendant's
11 shutter products are associated with, or authorized by, Sunburst. True and accurate copies of the
12 photographs showing the entire webpage are attached hereto as **Exhibit 7** and incorporated by
13 reference herein.

14 25. On information and belief, Defendant's use of the SUNBURST Marks as
15 described above was and is an attempt to create an association between Defendant's products and
16 SUNBURST Marks and Sunburst.

17 26. Defendant is not affiliated with and is not authorized by Sunburst to use any of
18 SUNBURST Marks in any manner, including, but not limited to, Internet advertising,
19 promotions, or brochures, to promote or market Defendant's products, and in response to
20 inquiries regarding Defendant's products.

21 27. By utilizing SUNBURST Marks in the manner described above, Defendant is
22 attempting to trade on the goodwill of SUNBURST Marks and Sunburst's reputation.

23 28. By utilizing advertising containing SUNBURST, Defendant was and is attempting
24 to create an association between its product offerings and SUNBURST Marks owned by or
25 affiliated with Sunburst.

26 29. Defendant is not affiliated with and is not authorized by Sunburst to use any of
27 SUNBURST Marks in any manner, including, but not limited to, in connection with advertising
28 its www.blackjackblinds.com website domain, in the bidding process, and/or product offerings

1 or advertising.

2 30. By purchasing advertising containing the SUNBURST Marks, Defendant is
3 attempting to trade on the goodwill of SUNBURST Marks and Sunburst's reputation.

4 31. By utilizing advertising containing SUNBURST, Defendant was and is attempting
5 cause initial interest confusion and create an association between it and Sunburst.

6 32. By utilizing advertising containing the SUNBURST Marks, Defendant was and is
7 attempting to frustrate or divert Internet traffic intended for Sunburst.

8 **5. CLAIMS FOR RELIEF**

9 **First Claim**

10 **Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114**

11 33. Sunburst incorporates the allegations in the preceding paragraphs as if fully set
12 forth herein.

13 34. Defendant has used and/or is using in commerce SUNBURST Marks, and, thus,
14 are confusingly similar to Sunburst's federal registrations for these trademarks.

15 35. Defendant's use in commerce of SUNBURST Marks and/or marks confusingly
16 similar to these trademarks for their products, and to direct consumers to Defendant's website
17 through a paid advertisement designed to cause initial interest confusion, constitutes a
18 reproduction, copying, counterfeiting, and colorable imitation of Sunburst's federal trademark
19 registrations in a manner that is likely to cause confusion or mistake or is likely to deceive
20 consumers.

21 36. By using the SUNBURST Marks and/or marks confusingly similar to Sunburst's
22 federally registered marks, with the knowledge that Sunburst owns and has used, and continues
23 to use, its trademarks across the United States, Defendant has intended to cause confusion, cause
24 mistake, or deceive consumers.

25 37. Defendant is using marks that are the same and/or confusingly similar to the
26 SUNBURST Marks in connection with the sale, offering for sale, or advertising of services in a
27 manner that is likely to cause confusion or mistake, or to deceive consumers as to an affiliation,
28 connection, or association with Sunburst, or as to the origin, sponsorship, affiliation or approval

1 of Defendant's commercial activities by Sunburst.

2 38. Defendant is also using marks that are the same and/or confusingly similar to
3 SUNBURST to cause initial interest confusion and divert Internet users away from Sunburst's
4 website and to Defendant's website.

5 39. Defendants' use of the SUNBURST Marks and /or marks confusingly similar to
6 the SUNBURST Marks has created a likelihood of confusion among consumers who may falsely
7 believe that SUNBURST Marks are associated with Defendant, or that Sunburst sponsors or
8 approves of Defendant's services or commercial activities.

9 40. As a direct and proximate result of Defendant's infringement, Sunburst has
10 suffered, and will continue to suffer, monetary loss and irreparable injury to its business,
11 reputation, and goodwill.

12 **Second Claim**
13 **Unfair Competition and False Designation of Origin**
14 **under the Lanham Act, 15 U.S.C. § 1125(a)**

14 41. Sunburst incorporates the allegations in the preceding paragraphs as if fully set
15 forth herein.

16 42. Defendant's use in commerce of marks that are the same and/or confusingly
17 similar to the SUNBURST Marks in connection with Defendant's website and website
18 advertising, as well as Defendant's products constitutes a false designation of origin and/or a
19 false or misleading description or representation of fact, which is likely to cause confusion, cause
20 mistake, or deceive as to affiliation, connection, or association with Sunburst, or as to the origin,
21 sponsorship, affiliation or approval of Defendant's commercial activities by Sunburst.

22 43. Defendant's use in commerce of Sunburst's SUNBURST Marks and/or marks
23 confusingly similar to these marks with the knowledge that Sunburst owns and has used, and
24 continues to use, its trademarks constitutes intentional conduct by Defendant to make false
25 designations of origin and false descriptions about Defendant's commercial activities.

26 44. As a direct and proximate result of such unfair competition, Sunburst has
27 suffered, and will continue to suffer, monetary loss and irreparable injury to its business,
28 reputation, and goodwill.

Third Claim

Trademark Dilution under the Federal Anti-Dilution Act, 15 U.S.C. § 1125(c)

45. Sunburst incorporates the allegations in the preceding paragraphs as if fully set forth herein.

46. Sunburst's trademarks are inherently distinctive. Through their adoption and consistent and extensive use, Sunburst's trademarks have acquired fame.

47. Defendant began using marks that are the same and/or nearly identical to SUNBURST Marks in connection with their commercial activities after these marks became famous.

48. Defendant's use of SUNBURST Marks and/or marks nearly identical to these marks has and will cause dilution of the distinctive quality of Sunburst's federally registered trademarks and will otherwise cause irreparable injury to Sunburst's business, reputation, and goodwill.

49. Upon information and belief, Defendant's use of SUNBURST Marks and/or marks confusingly similar to these marks was willful in nature, in that Defendant willfully intended to trade on the reputation of Sunburst or to cause dilution of the SUNBURST Marks.

50. As a direct and proximate result of Defendant's dilution of the SUNBURST Marks, Sunburst has suffered, and will suffer, irreparable injury to its business, reputation, and goodwill.

Fourth Claim

State Trademark Infringement under N.R.S. 600.420

51. Sunburst incorporates the allegations in the preceding paragraphs as if fully set forth herein.

52. Sunburst holds State of Nevada trademark registration for POLYWOOD ("Sunburst's Nevada Mark"), as discussed *supra* and evidenced in **Exhibit 3**.

53. Defendant has used and/or is using Sunburst's Nevada Mark, or marks confusingly similar to Sunburst's Nevada Mark, in the State of Nevada. Such use is in connection with Defendant's commercial activities, including, but not limited to, Defendant's products, its website, and Internet advertising.

54. Defendant's non-consensual use of Sunburst's Nevada Mark, and/or marks confusingly similar to Sunburst's Nevada Mark confuses consumers, constitutes a reproduction, copying, and/or counterfeiting, and is a colorable imitation of Sunburst's Nevada Mark in a manner that is likely to deceive consumers.

55. By using Sunburst's Nevada Mark, and/or marks confusingly similar to Sunburst's Nevada Mark, with the knowledge that Sunburst owns, has used, and continues to use, its trademarks in Las Vegas and across Nevada, Defendant is likely to cause confusion, cause mistake, and/or deceive consumers as to the origin, sponsorship, affiliation or approval of Defendant's commercial activities by Sunburst.

56. Defendant's use of Sunburst's Nevada Mark causes initial interest confusion and diverts Internet users away from Sunburst's website.

57. Defendant's use of Sunburst's Nevada Mark has created a likelihood of confusion among consumers who may falsely believe that Defendant's website and commercial activities are associated with Sunburst, or that Sunburst sponsors or approves of Defendant's website or commercial activities.

58. As a direct and proximate result of Defendant's infringement, Sunburst has suffered, and will continue to suffer, monetary loss and irreparable injury to its business, reputation, and goodwill.

Fifth Claim
State Trademark Dilution under N.R.S. 600.435

59. Sunburst incorporates the allegations in the preceding paragraphs as if fully set forth herein.

60. Sunburst's Nevada Mark are inherently distinctive. Through their adoption and consistent and extensive use, these marks have acquired fame in the State of Nevada.

61. Defendant began using marks that are the same and/or nearly identical to Sunburst's Nevada Mark in connection with their website and other commercial activities after Sunburst's marks became famous in the State of Nevada.

62. Defendant's use of marks that are the same as and/or nearly identical to Sunburst's Nevada Mark has and will cause dilution of the distinctive quality of Sunburst's

1 Nevada Mark and will otherwise cause irreparable injury to Sunburst's business, reputation, and
2 goodwill.

3 63. Upon information and belief, Defendant's use of Sunburst's Nevada Mark and/or
4 marks confusingly similar thereto was willful in nature, in that Defendant intended to cause
5 dilution of Sunburst's Nevada Mark or willfully intended to trade on the reputation of Sunburst.

6 64. As a direct and proximate result of Defendant's dilution of Sunburst's Nevada
7 Mark, Sunburst has suffered, and will suffer, irreparable injury to its business, reputation, and
8 goodwill.

9 **Sixth Claim**
10 **Common Law Trademark Infringement**

11 65. Sunburst incorporates the allegations in the preceding paragraphs as if fully set
12 forth herein.

13 66. By virtue of having used and continuing to use SUNBURST Marks, Sunburst has
14 acquired common law trademark rights in the SUNBURST Marks.

15 67. Defendant's use of marks the same and/or confusingly similar to SUNBURST
16 Marks infringes Sunburst's common law rights in SUNBURST Marks and is likely to cause
17 confusion, mistake, or deception among consumers, who will believe that Defendant's
18 commercial activities and/or Defendant's website originate from, or are affiliated with, or
19 endorsed by Sunburst, when, in fact, they are not.

20 68. As the direct and proximate result of Defendant's infringement of Sunburst's
21 common law trademark rights under Nevada and other common law, Sunburst has suffered, and
22 will continue to suffer, monetary damages and irreparable injury to its business, reputation, and
23 goodwill.

24 **Seventh Claim**
25 **Deceptive Trade Practices under N.R.S. § 598.0915**

26 69. Sunburst incorporates the allegations in the preceding paragraphs as if fully set
27 forth herein.

28 70. Upon information and belief, in the course of conducting its business, Defendant
knowingly made false representations as to an affiliation, connection and/or association with

1 Sunburst by using a mark identical and/or confusingly similar to SUNBURST Marks as set forth
2 in detail above, and otherwise engaged in deceptive trade practices.

3 71. As the direct and proximate result of Defendant's deceptive conduct, Sunburst has
4 suffered, and will continue to suffer, monetary damages and irreparable injury to its business,
5 reputation, and goodwill.

6 **Eighth Claim**
7 **Intentional Interference with Prospective Economic Advantage**

8 72. Sunburst incorporates the allegations in the preceding paragraphs as if fully set
9 forth herein.

10 73. Upon information and belief, at the time Defendant adopted and began using
11 marks that are the same and/or confusingly similar to SUNBURST Marks and since that time,
12 Defendant knew and has known that Sunburst is in the business of providing shutters and
13 advertises its shutters on the Internet using SUNBURST Marks.

14 74. Defendant committed acts intended or designed to disrupt Sunburst's prospective
15 economic advantage arising from providing these services.

16 75. Defendant's actions have disrupted or are intended to disrupt Sunburst's business
17 by, among other things, diverting web users away from Sunburst's website to Defendant's
18 website using the SUNBURST Marks to divert sales and deceive consumers.

19 76. Defendant has no legal right, privilege or justification for its conduct.

20 77. As a direct and proximate result of Defendant's intentional interference with
21 Sunburst's prospective economic advantage, Sunburst has suffered, and will continue to suffer,
22 monetary damages and irreparable injury.

23 78. Based on the intentional, willful and malicious nature of Defendant's actions,
24 Sunburst is entitled to recover monetary damages, exemplary or punitive damages and
25 reasonable attorneys' fees and costs incurred in connection with this action.

26 **6. PRAYER FOR RELIEF**

27 WHEREFORE, Sunburst respectfully prays that the Court grant the following relief:

28 A. A preliminary and permanent injunction prohibiting Defendant, Defendant's

1 officers, agents, servants, employees and/or all persons acting in concert or participation with
2 Defendant, from using SUNBURST Marks or confusingly similar variations thereof, alone or in
3 combination with any other letters, words, letter strings, phrases or designs, in commerce or in
4 connection with any business or for any purpose whatsoever (including, but not limited to, on
5 websites, in domain names, in hidden text and metatags, its Internet advertising, and in its
6 promulgation of commercial activities);

7 B. An award of compensatory, consequential, statutory, and/or punitive damages to
8 Sunburst in an amount to be determined at trial;

9 C. An award of interest, costs and attorneys' fees incurred by Sunburst in
10 prosecuting this action; and

11 E. All other relief to which Plaintiff is entitled.

12 DATED January 18, 2019.

13 HUTCHISON & STEFFEN, PLLC

14 /s/ Matthew K. Schriever

15 _____
Mark A. Hutchison (4639)

16 Matthew K. Schriever (10745)

17 *Attorneys for Plaintiff*
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EXHIBIT PAGE ONLY

EXHIBIT 1

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Int. Cl.: 19

Prior U.S. Cl.: 12

United States Patent and Trademark Office **Reg. No. 1,798,693**
Registered Oct. 12, 1993

**TRADEMARK
PRINCIPAL REGISTER**

POLYWOOD

GPI HOLDING, INC. (COLORADO CORPORATION)
201 CENTENNIAL, SUITE 105
GLENWOOD SPRINGS, CO 81602

FOR: NON-METAL BUILDING AND CONSTRUCTION MATERIALS; NAMELY, COMPOSITION BUILDING PANELS, IN CLASS 19 (U.S. CL. 12).

FIRST USE 10-0-1992; IN COMMERCE 10-0-1992.

SN 74-143,139, FILED 2-28-1991.

STEPHEN JEFFRIES, EXAMINING ATTORNEY

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EXHIBIT 2

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

United States of America

United States Patent and Trademark Office

POLYWOOD SHUTTER

Reg. No. 4,284,838

Registered Feb. 5, 2013

Int. Cl.: 19

TRADEMARK

PRINCIPAL REGISTER

SUNBURST SHUTTERS NEVADA, INC. (NEVADA CORPORATION)
10091 PARK RUN DRIVE, SUITE 190
LAS VEGAS, NV 89145

FOR: WINDOW COVERINGS, NAMELY, SHUTTERS FABRICATED OF SYNTHETIC MATERIAL; NON-METAL WINDOW SHUTTERS, IN CLASS 19 (U.S. CLS. 1, 12, 33 AND 50).

FIRST USE 8-24-1993; IN COMMERCE 8-24-1993.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SHUTTER", APART FROM THE MARK AS SHOWN.

SER. NO. 85-479,134, FILED 11-22-2011.

WENDY JUN, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

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EXHIBIT 3

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

SECRETARY OF STATE



CERTIFICATE OF REGISTRATION

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that the following **Trade Mark** was filed by **SUNBURST SHUTTERS NEVADA, INC.**, the business address of 10091 PARK RUN DRIVE, SUITE 190 LAS VEGAS NV, 89145, on the 17th day of January, 2017:

Mark (copy attached): POLYWOOD

Class No: 50

Description of goods or services: WINDOW COVERINGS; WINDOW SHUTTERS

Registrant's state of incorporation: NV

Date of first use in Nevada: August 24, 1993

Date of first use anywhere: August 24, 1993

Date of expiration: January 17, 2022

Said registration was submitted with a description thereof and duly verified as required by law, and that the same is now on file and of record in this office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 24, 2017.

Barbara K. Cegavske

BARBARA K. CEGAVSKE

Secretary of State

Certified By: Delaina Marzullo
Certificate Number: C20170118-0224
You may verify this certificate
online at <http://www.nvsos.gov/>

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EXHIBIT 4

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

702-808-1777

Page	1
Quote Date:	1/2/13
Date Ordered:	
Estimated Install Date:	7-8/15/13

Date Ordered:	
Estimated Install Date:	7-8-15

- * Lifetime warranty - elegant shutters
- * 5 year warranty

Installer Notes

Subtotal:

Tax:

Misc:

1

1

1

Audio

1

1

Total

5400

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1

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1

U40

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EXHIBIT 5

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Fwd: plantation shutters for our new home

Emma N <superdupergarden@gmail.com>

Mon 1/7/2019 7:56 AM

To: Darik Nielson <dnielson@sunburstshutters.com>;

----- Forwarded message -----

From: **Blackjack Blinds Inc** <sales@blackjackblinds.com>

Date: Fri, Jan 4, 2019 at 8:20 PM

Subject: Re: plantation shutters for our new home

To: Emma N <superdupergarden@gmail.com>

Hi Emma, I'm happy to help you with shutters for your home. I do carry polywood shutters and it is what is recommended in the desert climate. They will not warp, chip, fade, or crack with a lifetime warranty.

As for the process, your home will need to have the drywall up around the window frames in order to take measurements. When the home is ready, please let me know and I can meet you to review design options and provide an accurate quote. A 50% deposit will get the order started and the balance is due upon installation. Shutters will take about 7-8 weeks until install. In the meantime, I can have temporary shades put up if you prefer. Please let me know if you have any questions. Feel free to check out our yelp page or our website for shutter design ideas.

Thank You,

Geoff Wilcox

Blackjack Blinds Inc.

702-808-1777

www.blackjackblinds.com

> On Jan 4, 2019, at 5:07 PM, Emma N <superdupergarden@gmail.com> wrote:

>

> Hello,

> I got your name from a co-worker. You guys did her sister in-law's shutters and she said they are beautiful.

>

> We are building a new home in Inspirada would like to put shutters on the windows.

>

> I have lived in Las Vegas for 10 years and have always heard that the polywood shutters are very durable and will last a long time.

>

> Do you carry that kind of shutters?

>

> Also, how does the process work? I have never purchased window coverings before. We are told by our builder that the house should start to be framed in a couple of weeks. At what point can I have an appointment with you and meet you there?

>

> Thank you so much. I look forward to hearing from you!!

>

> Sincerely,

> Emma Newman

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EXHIBIT 6

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Fw: shutter estimate and questions

John James <jjames702@yahoo.com>

Thu 12/13/2018 10:45 AM

To: Darik Nielson <dnielson@sunburstshutters.com>;

----- Forwarded Message -----

From: Blackjack Blinds Inc <sales@blackjackblinds.com>

To: John James <jjames702@yahoo.com>

Sent: Thursday, November 8, 2018, 12:59:06 PM PST

Subject: Re: shutter estimate and questions

Hi Jonathan, I'm happy to help you with shutters. I do recommend polywood shutters here in Las Vegas due to the climate. Polywood will last longer than wood and resists fading much better since it is coated with a UV protectant. These shutters I provide are manufactured by elegant shutters if you would like any more information. Based on your measurements, the cost for these 10 shutters is \$2700 with all tax and installation included. Let me know when you would like to arrange for a design consultation to provide an accurate quote and review your options.

Thank You,

Geoff Wilcox
Blackjack Blinds Inc.
702-808-1777

On Nov 8, 2018, at 11:19 AM, John James <jjames702@yahoo.com> wrote:

Hello, I close on my new home in a month. It is in Inspirada in Henderson.

I have 8 windows that are 59 x 35 and 2 that are 47 x 22. I'm looking for white shutters and I would like a very good quality. My friends told me to get the polywood kind. Do you offer those? thank you.
Jonathan James

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EXHIBIT 7

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

BLACKJACK BLINDS

[WINDOW TREATMENTS](#)[SECURITY PRODUCTS](#)[CONTACT US](#)

Shutters



Shutters are the best product available for enhanced design with added insulation and noise reduction. Shutters are a highly durable product made to last a lifetime. Available in basswood, **polywood**, or hollow poly resin. Shutters will upgrade the aesthetics and value of any home.



We offer you complete control of your shutters design with traditional plantation to modern designs. Available in many shades of white, custom Sherwin Williams paint colors, stains, and knots. Built in to your home and made in any custom size. Shutters can be designed with inside or outside mount with a selection of trim frames and louver sizes.



We carry the best value shutters by providing quality shutters at

competitive rates. Enhance your curb appeal with shutters for your home. All shutters include a lifetime warranty.

SCHEDULE YOUR COMPLIMENTARY
DESIGN CONSULTATION

**Take the first step to
enhancing your home or
office**

SCHEDULE NOW

HOME

VIEW OUR BROCHURE

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BlackJack Blinds is a born and raised local company with experience in custom design. We offer a large range of products to upgrade your lifestyle, fit your needs, and meet your budget. With superior products, trustworthy service, and experienced installation, you can confidently bet on BlackJack Blinds.

Whether you're still deciding a style or scouting the best price, we're happy to give our honest advice. Give us a call!

Fair prices, Superior products, Exceptional warranty. Period.

Lift Options

cordless, motorized, cord loop, wand

- Child-proof

Blackout Options

- Partial to full blackout

Motorization

(battery, hard-wire, solar-powered)

- Timers
- Sun sensors
- Control by remote or wall switch

Valance, Cornice and

Cassette Options:

- Standard and Oversized
- Crown molding selections
- Fabric wrapped
- Clean, elegant appearance

Tracks



Sliding panels or folding

- Roller fabric or woven wood
- Unique option for sliding glass doors

Arched Windows



- Custom wood
- Shutter style
- Honeycomb



Call for an in-home design consultation

702-808-1777

sales@blackjackblinds.com

/BlackJackBlinds

blackjackblinds.com

Shutters



Blinds



Horizontals

Aluminum, vinyl, wood, and fauxwood

- Complete light control
- Cloth tape option



Shades



Honeycomb

Horizontal and vertical

- Insulating
- Exquisite selection of fabric and silk
- Variety of textures



Roller

- Modern, sleek design



Poly-wood and poly-resin

- Add value to your home
- Best durability, insulation, and warranty
- Green-certified, fire retardant, and waterproof
- Built-in security and privacy



Verticals

PVC, fabric

- Economical choice
- Great for large windows and sliders



Sheers

- Premium collection
- Diffused light while adding privacy

- Great for offices
- Solar style reduces glare and heat



Roman

- Pleated drapery
- Timeless elegance



Woven Woods

- Natural fibers
- Earthy tones

